

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

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|--|--------|--------------|---------------------|--|-------------------|-------|--------------------------|--------|
| X | New | Vendor Code | | SC | Dent. | A | Contract Number | |
| | Change | | | | | | | |
| | Cancel | | | | | | | |
| County Department | | | | | Dept. | Orgn. | Contractor's License No. | |
| Arrowhead Regional Medical Center | | | | | | | | |
| County Department Contract Representative | | | | | Telephone | | Total Contract Amount | |
| Mark H. Uffer, Director | | | | | 580-6150 | | \$0.00 | |
| Contract Type | | | | | | | | |
| <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Regional Cooperation Agreement | | | | | | | | |
| If not encumbered or revenue contract type, provide reason: _____ | | | | | | | | |
| Commodity Code | | | Contract Start Date | | Contract End Date | | Original Amount | |
| | | | 6/24/03 | | | | | |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
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| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
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| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | | Amount | |
| | | | | | | | | |
| Project Name | | | | Estimated Payment Total by Fiscal Year | | | | |
| Regional Cooperation | | | | FY | Amount | I/D | FY | Amount |
| Agreement – Trauma Services | | | | | | | | |
| | | | | | | | | |
| Contract Type - 1 | | | | | | | | |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Loma Linda University Medical Center

Hereinafter called LLUMC

Address

11234 Anderson Street

Loma Linda, CA 92354

Telephone

(909)

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is made this 24th day of June 2003, between Arrowhead Regional Medical Center (hereinafter "Hospital") and Loma Linda University Medical Center (hereinafter "LLUMC"), a California nonprofit religious corporation.

WHEREAS, Hospital is the operator of a general acute care hospital, located at 400 North Pepper Avenue, Colton, California 92324; and

WHEREAS, LLUMC is the owner and operator of an acute care hospital and a Level I trauma center, located at 11234 Anderson Street, Loma Linda, California, 92354; and

WHEREAS, the parties desire to provide a full statement of their respective rights and responsibilities in connection with the provision or arrangements governing the transfer of critically ill and or injured trauma patients (hereinafter "patient(s)") between the above named parties in order to facilitate timely transfer, continuity of care, and appropriate transport for these patients;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. Identification of Services

- a. Hospital recognizes that on certain occasions patients require specialized care and services beyond the scope of services available at Hospital and that optimal care of these patients requires transfer from the emergency department to centers with specialized patient trauma services.
- b. The medical staff and hospital administration of Hospital have identified LLUMC as a patient referral center with specialized staff and facilities for tertiary-level care of critically ill and/or injured patients.
- c. LLUMC agrees to maintain a regional Level I Trauma Unit, that is equipped and staffed to provide a full range of patient medical and surgical services for critically ill/injured patients in accordance with Inland Counties Emergency Medical Agency (ICEMA) and the American College of Surgeons (ACS).
- d. LLUMC agrees to accept transfers of critically ill and injured patients from Hospital if beds, personnel, and appropriate services are available, if the receiving physician has approved the transfer, and if the transfer is consistent with current patient transfer laws.
- e. LLUMC will provide 24-hour telephone consultation services and 24-hour patient transport services. and educational programs related to patient emergency, critical care, and/or trauma care that can be made available to community health professionals involved in such care.
- f. Hospital and LLUMC recognize the privilege of an attending physician and the right of the patient to use an alternate facility.

II. Indications for Patient Transfers

- a. The referring physician has examined the patient, documented the patient's condition, and has determined that the patient requires a higher level of care than provided by Hospital or requires specialized services provided at LLUMC.
- b. The referring physician has evaluated the patient and has determined that the transport is compatible with the patient's condition and is in the best interests of the patient's medical care.
- c. Patients to be transferred include those requiring trauma intervention as deemed necessary.

III. Transfer Arrangements

- a. Requests for consultation or transport team support and patient transfer can be generated by telephone to:

LLUMC Transfer Center: (800) 865-5862 ext. 43915
- b. When it appears that a patient requires specialized services or medical care beyond the scope of services provided at the Hospital, the referring physician shall contact an appropriate specialist at LLUMC to obtain consultation. The referring physician in conjunction with the LLUMC consultant shall be responsible for determining the need for admission to LLUMC. The consent of appropriately authorized staff at LLUMC to receive patient shall be obtained prior to the patient's release from Hospital and shall be documented in patient's medical record. In addition, all necessary consents from the patient, patient's parents/relatives, or parent's guardian if appropriate, shall be obtained by referring physician prior to transport.
- c. Transport arrangements will be made by mutual consent of the referring and consulting physicians. It shall be the responsibility of the physician to whom the patient is transferred to arrange the admission of the patient to LLUMC.
- d. The referring physician, in consultation with the receiving physician and transport team, shall determine the method of transport to be used. The team shall be in attendance during the entire transport. The transport team shall assess the patient for stability and the need for additional diagnostic and/or treatment physician orders. Under the care of the transport team, orders shall be completed at the patient's present location prior to transport to ensure stabilization. Should conditions warrant, Hospital may provide transport from Hospital to LLUMC. In such an event, responsibility for patients remains with Hospital until such transfer to LLUMC is completed. Each institution shall determine who will constitute that institution's transport team based on the

patient's need. A nurse, respiratory therapist and advance practice nurse/physician from LLUMC or Hospital or combination thereof may constitute the transport team.

- e. To the extent possible, patients will be stabilized prior to transport and treatment initiated to ensure that the transfer will not, within reasonable medical probability, result in harm to the patient or jeopardize survival. Responsibility for the stabilization and care of the patient prior to transport shall be the responsibility of the Hospital and referring physician. Transport team will determine safety of transport of unstable patients. Transport team is the final authority as to whether a transport is appropriate for a patient.
- f. Hospital shall be responsible for informing patient, patient's parents or relatives, or legal guardian of the transfer process and for obtaining any consents or releases to affect the transfer. Hospital shall use its best efforts to arrange for the parents or guardian at the time of transport.
- g. Hospital shall be responsible for the transfer or other appropriate disposition of any personal belongings of the patient.

IV. Records and Transmission of Information

- a. Subject to federal and state laws regarding confidentiality of medical information, Hospital shall send with patient, or arrange to be immediately transmitted (via FAX), at the time of transfer the necessary documents and completed forms containing the medical, social, and/or other information necessary to ensure continuity of care to the patient.

Such documentation shall include at least the following:

- 1. Identification of the patient. Documentation shall be consistent with all federal and state laws.
 - 2. Diagnosis/transfer summaries.
 - 3. Copies of relevant portions of the patient's medical record (including medical, nursing, dietary, X-rays, and medication records.
 - 4. Relevant transfer forms.
 - 5. Copy of signed consent for transport of a minor.
- b. Subject to limitations regarding confidentiality, LLUMC shall provide information on the patient's diagnosis, condition, treatment, prognosis, and any complications to the referring physician during the time that the patient is hospitalized at LLUMC and upon discharge or transfer from LLUMC. Referring physician shall facilitate transport team in obtaining diagnosis studies requested by transport team.
 - c. LLUMC shall regularly provide information regarding the patient's condition to Hospital. In addition, any pertinent lab and radiological data not sent with the patient at the time of transfer shall be forwarded when it becomes available.

V. Return of Patient to Hospital

If it becomes necessary or desirable and the patient's LLUMC physician determines that the patient is medically fit for return to Hospital, that physician may contact an appropriate physician at Hospital to arrange for the return of patient. LLUMC shall send with patient at the time of such transfer, the necessary documents and forms containing the medical, social, and/or other information necessary to ensure the continuity of care to the patient. LLUMC shall be responsible for informing patient, patient's parents or legal guardians of the transfer process and for obtaining any releases required for the transfer or the appropriate disposition of any personal effects of patient. LLUMC will be responsible for arranging transport to Hospital. The return transfer back to Hospital will be made by mutual consent.

VI. Charges for Services

Charges for services performed by either party shall be made and collected by that institution in accordance with its own policies and procedures. Unless special arrangements have been made to the contrary, the transfer of patient from one institution to the other shall not be construed as imposing financial liability by one institution on the other.

The parties shall cooperate with each other in the exchange of information about financial responsibility for the services rendered by them to patients who are transferred to LLUMC.

VII. Independent Contractors

LLUMC and Hospital are independent entities, and nothing in this Agreement is intended or should be construed to create a relationship of principal and agent, joint venture, or any relation other than that of independent contractors contracting with each other solely with respect to the performance of services, which are subject matter of this Agreement.

VIII. Policy, Procedure and Protocol Development

Development of policies, procedures and protocols related to this Agreement will be the responsibility of the Hospital. LLUMC will be available for consultation and input upon request.

IX. Consultation and Conference

LLUMC's Trauma Center shall be available upon request for clinical consultation concerning patients. Joint review of mortality/morbidity, and other outcome related issues will be conducted biannually and will be scheduled as appropriate by Hospital. Further, LLUMC staff shall be available upon request for follow up of complex patient care if feasible.

X. Billing

- a. Each institution shall bill the patients or other responsible parties for care rendered to patients in accordance with each hospital's usual and customary billing practice. Each hospital shall make every effort to communicate billing information to transferring hospital. Hospital shall also encourage family or such responsible party to contact LLUMC's Admission Department to provide appropriate registration information consistent with the EMTALA Act prior to the actual transfer.
- b. If necessary, in order to obtain reimbursement from a private or governmental third-party payor, Hospital shall obtain the approval of such third-party payor and provide written evidence of such approval to LLUMC prior to transferring the patient under this agreement.
- c. In cases of emergent patient transfer, all available financial information and authorization not immediately available shall be shared with the other facility within 24 hours of transport.
- d. The charges for LLUMC transport team(s) shall be billed to patient or patient's insurance or other plan or responsible party as appropriate.

XI. Liability Status of Contracting Agencies

Indemnification

- a. The LLUMC agrees to indemnify, defend and hold harmless Hospital and its authorized officers, directors, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting from negligent acts, errors or omissions of the LLUMC, its authorized officers, employees, agents or volunteers, except where such indemnification is prohibited by law. Hospital agrees to give the LLUMC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Hospital agrees to indemnify, defend, and hold harmless the LLUMC, its authorized officers, directors, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting from negligent acts, errors or omissions of Hospital, its authorized officers, employees, agents or volunteers, except where such indemnification is prohibited by law. The LLUMC agrees to give Hospital notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Insurance

Without in anyway affecting the indemnity herein provided and in addition thereto, the LLUMC shall secure and maintain throughout the Agreement the following types of insurance or self-insurance limits as shown:

- a. Workers' Compensations – A program of Workers' Compensation insurance or state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons providing services on behalf of the LLUMC and all risks to such persons under this Agreement.
- b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance – Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage and three million dollars (\$3,000,000) in the aggregate, or
- d. Professional Liability Insurance with limits of at least one million dollars (\$1,000,000) per claim or occurrence.
- e. Comparative Fault – In the event Hospital and/or LLUMC are found to be comparatively at fault for any claim, action, loss or damage which result from their respective obligations under this Agreement, Hospital and/or LLUMC shall indemnify the other to the extent of its comparative fault.

Policies Primary and Non-Contributor

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Hospital.

Proof of Coverage

LLUMC shall immediately furnish certificates of coverage to Hospital evidencing the coverage, including endorsements above required, prior to commencement of the performance of services hereunder, which certificates shall provide that such coverage shall not be terminated or expire without thirty (30) days written notice to Hospital, and LLUMC shall maintain such insurance or self-insurance from the time LLUMC commences performance of services hereunder until the completion of such services. LLUMC shall make available for inspection or review by Hospital or its authorized representatives certified copies of all insurance policies and trust documents upon which LLUMC relies in providing the required coverage upon demand.

Insurance Review

The above insurance requirements are subject to periodic review by Hospital. Hospital's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of Hospital. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against Hospital, inflation, or any other item reasonably related to Hospital's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring any additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LLUMC agrees to execute any such amendment within thirty (30) days of receipt.

XII. Term of Agreement

The term of this Agreement commences on June 24, 2003, and shall continue in full force and effect until terminated as set forth below.

XIII. Termination

Either party may terminate this Agreement at any time upon thirty (30) days written notice. Should either party fail to maintain its license or accreditation, this Agreement shall automatically terminate.

XIV. Amendment

This Agreement may be amended at any time by mutual agreements of the parties, but before any amendment shall be operative or valid, it shall be reduced to writing, signed and dated by both parties.

XV. Notices

a. Notices required or permitted to be sent under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by United States Mail, postage prepaid.

b. Notices shall be addressed as follows:

If to Hospital: Arrowhead Regional Medical Center
 400 North Pepper Avenue
 Colton, CA 92324-1819
 Attn: Mark H. Uffer, Director

If to LLUMC: Loma Linda University Medical Center
 11234 Anderson Street
 Loma Linda, CA 92354
 Attn: Transport Coordinator

XVI. Integration

This Agreement states the entire contract between the parties with respect to the subject matter of this Agreement and supercedes any oral or written communications prior to or contemporaneous with this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representation or statement not expressly contained in this Agreement.

XVII. Governing Law

The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California.

XVIII. Subcontracting Provision

Until the expiration of four (4) years after the performance of Services to this Agreement, LLUMC and Hospital shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, this Agreement, books, documents and records of LLUMC or Hospital that are necessary to certify the nature and extent of costs pursuant to this Agreement. If LLUMC or Hospital carries out any of the duties of this Agreement through a subcontract with the value of \$10,000 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

XIX. In witness thereof, Hospital and LLUMC have caused this Agreement to be executed in their behalf by their duly authorized officers on the day, month and year first written above.

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

By: ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

Title: _____
(Print or Type)

Dated: _____

By _____
Deputy

Address: _____

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____
County Counsel

► _____

► _____
Department Head

Auditor/Controller-Recorder Use Only

| | |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date | Keyed By |

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

| | |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date | Keyed By |